

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF RAMSEY

SECOND JUDICIAL DISTRICT

Case Type: OTHER CIVIL

State of Minnesota, by its Attorney General,  
Keith Ellison,

Court File No. \_\_\_\_\_

Plaintiff,

**SUMMONS**

vs.

PNW C2C Marketing, LLC, d/b/a Contributing  
2 Combatants and Coast 2 Coast Marketing, and  
Jacob Choinski, individually,

Defendants.

THIS SUMMONS IS DIRECTED TO: PNW C2C MARKETING, LLC, D/B/A CONTRIBUTING 2 COMBATANTS AND COAST 2 COAST MARKETING, AND JACOB CHOINSKI, INDIVIDUALLY.

1. **You are being sued.** The Plaintiff has started a lawsuit against you. The *Complaint* is attached to this *Summons*. Do not throw these papers away. They are official papers that start a lawsuit and affect your legal rights, even if nothing has been filed with the court and even if there is no court file number on this *Summons*.

2. **You must BOTH reply, in writing, AND get a copy of your reply to the person/business who is suing you within 21 days to protect your rights.** Your reply is called an *Answer*. Getting your reply to the Plaintiff is called service. You must serve a copy of your *Answer* or *Answer and Counterclaim* (Answer) within 21 days from the date you received the *Summons* and *Complaint*.

**ANSWER:** You can find the *Answer* form and instructions on the MN Judicial Branch website at [www.mncourts.gov/forms](http://www.mncourts.gov/forms) under the “Civil” category. The instructions will explain in detail how to fill out the *Answer* form.

3. **You must respond to each claim.** The *Answer* is your written response to the Plaintiff's *Complaint*. In your *Answer* you must state whether you agree or disagree with each paragraph of the *Complaint*. If you think the Plaintiff should not be given everything they asked for in the *Complaint*, you must say that in your *Answer*.

4. **SERVICE: You may lose your case if you do not send a written response to the Plaintiff.** If you do not serve a written *Answer* within 21 days, you may lose this case by default. You will not get to tell your side of the story. If you choose not to respond, the Plaintiff

may be awarded everything they asked for in their *Complaint*. If you agree with the claims stated in the *Complaint*, you don't need to respond. A default judgment can then be entered against you for what the Plaintiff asked for in the *Complaint*.

To protect your rights, you must serve a copy of your *Answer* on the person who signed this *Summons* in person or by mail at this address: **Office of the Minnesota Attorney General, 445 Minnesota Street, Suite 1400, St. Paul, Minnesota 55101-2131.**

5. Carefully read the Instructions (CIV301) for the *Answer* for your next steps.

6. **Legal Assistance.** You may wish to get legal help from an attorney. If you do not have an attorney and would like legal help:

- Visit [www.mncourts.gov/selfhelp](http://www.mncourts.gov/selfhelp) and click on the "Legal Advice Clinics" tab to get more information about legal clinics in each Minnesota county.
- Court Administration may have information about places where you can get legal assistance.

**NOTE: Even if you cannot get legal help, you must still serve a written *Answer* to protect your rights or you may lose the case.**

7. **Alternative Dispute Resolution (ADR).** The parties may agree to or be ordered to participate in an ADR process under Rule 114 of the Minnesota Rules of Practice. You must still serve your written *Answer*, even if you expect to use ADR.

Dated: March 25, 2021

Respectfully submitted,

KEITH ELLISON  
Attorney General  
State of Minnesota

/s/ Collin R. Ballou  
COLLIN R. BALLOU (0395256)  
Assistant Attorney General

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ATTORNEYS FOR STATE OF MINNESOTA

STATE OF MINNESOTA

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State of Minnesota, by its Attorney General,  
Keith Ellison,

Court File No. \_\_\_\_\_

Plaintiff,

**COMPLAINT**

vs.

PNW C2C Marketing, LLC, d/b/a Contributing  
2 Combatants and Coast 2 Coast Marketing, and  
Jacob Choinski, individually,

Defendants.

The State of Minnesota, by its Attorney General, Keith Ellison, for its Complaint against PNW C2C Marketing, LLC, d/b/a Contributing 2 Combatants and Coast 2 Coast Marketing, and Jacob Choinski, individually, states and alleges as follows:

**INTRODUCTION**

1. Jacob Choinski (“Choinski”) incorporated PNW C2C Marketing, LLC, d/b/a Contributing 2 Combatants and Coast 2 Coast Marketing (“C2C”) as a Minnesota for-profit limited liability company. C2C claims that its representatives, who travel door-to-door in Minnesota neighborhoods, are selling postage to ship care packages to military members serving overseas. Under Choinski’s ownership and direction, however, C2C poses as a nonprofit organization when soliciting, causing Minnesotans to wrongly believe they are donating to charity. C2C compounds this deception by keeping the money it solicits and never using it to ship care packages as it claims. Despite soliciting tens of thousands of dollars from Minnesotans since 2018 for the purpose of benefiting the troops, C2C has never used any of the money for that purpose; instead, Choinski used that money to line his own pockets.

2. The State of Minnesota, through its Attorney General, Keith Ellison (“State” or “AGO”), brings this action against C2C and Choinski to remedy their fraudulent practices and enforce Minnesota’s charitable solicitation and consumer protection laws.

### **PARTIES**

3. Keith Ellison, Attorney General of the State of Minnesota, is authorized under Minnesota Statutes chapter 8, the Minnesota Charitable Solicitation Act, Minn. Stat. §§ 309.50–.61, the Uniform Deceptive Trade Practices Act, Minn. Stat. §§ 325D.43–.48, the Consumer Fraud Act, Minn. Stat. §§ 325F.68–.694, and common law authority, including as *parens patriae*, to bring this action to enforce Minnesota’s laws, vindicate the state’s sovereign and quasi-sovereign interests, and remediate all harm arising out of—and seek full relief for—violations of Minnesota’s laws.

4. C2C is a domestic for-profit limited liability company organized under Minnesota Statutes chapter 322C, the Minnesota Revised Uniform Limited Liability Company Act. C2C’s registered office address and principal executive office address with the Minnesota Secretary of State is 14033 Commerce Avenue #300-327, Prior Lake, Minnesota 55372. C2C has done business in Minnesota under the names “Contributing 2 Combatants” and “Coast 2 Coast Marketing.” Neither Contributing 2 Combatants nor Coast 2 Coast Marketing are registered as assumed names for C2C with the Minnesota Secretary of State.

5. Choinski’s last known address is 11610 Tulip Street Northwest #216, Coon Rapids, Minnesota 55433. Choinski is the sole member, board member, and officer of C2C. He personally directs, controls, and participates in its operations and financial affairs, including by personally soliciting potential donors on behalf of C2C, marketing C2C’s services to potential customers, accepting and depositing charitable contributions and payments from Minnesotans into C2C’s bank account, and having sole control over C2C’s bank account.

## **JURISDICTION**

6. This Court has subject-matter jurisdiction over this action under Minnesota Statutes sections 8.01, 8.31, 8.32, 309.57, 325D.45, 325F.70, and common law.

7. This Court has personal jurisdiction over C2C because it is a Minnesota limited liability company, is located in Minnesota, has transacted business in Minnesota, and has committed acts in Minnesota causing injury to the Minnesota public in violation of Minnesota law.

8. This Court has personal jurisdiction over Choinski because he resides in Minnesota and has committed acts in Minnesota causing injury to the Minnesota public in violation of Minnesota law.

## **VENUE**

9. Venue is proper in Ramsey County under Minnesota Statutes section 542.09 because the cause of action arose, in part, in Ramsey County, C2C has done business in Ramsey County, and C2C's and Choinski's unlawful acts have harmed Ramsey County residents, among others.

## **FACTUAL BACKGROUND**

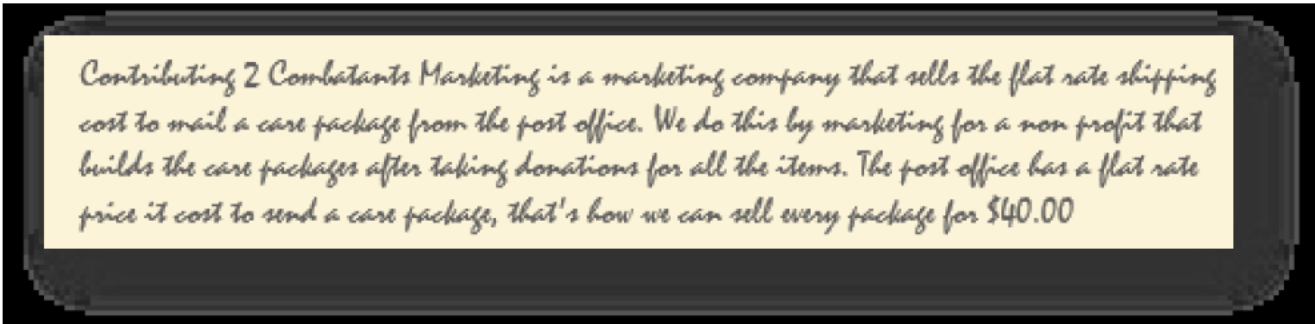
### **I. C2C CLAIMS TO MARKET AND SELL THE POSTAGE ASSOCIATED WITH SHIPPING A CARE PACKAGE TO MILITARY MEMBERS SERVING OVERSEAS.**

#### **A. C2C Background and Overview.**

10. Choinski incorporated C2C as a Minnesota for-profit limited liability company under the name "PNW C2C Marketing LLC" in July 2018. Choiniski is the sole member and officer of C2C and has complete authority over the company. From 2018 through winter 2020, C2C solicited Minnesotans using the unregistered assumed name "Contributing 2 Combatants," which it also used for its website: *www.contributing2combatants.com*. Around January or

February 2020—amid an investigation by the State—C2C shuttered its website but continued soliciting under a new unregistered assumed name, “Coast 2 Coast Marketing.”

11. Minnesotans sometimes send care packages to military members who are serving in other countries. C2C claims to be a marketing company that sells the postage associated with mailing these types of care packages to military members. C2C does not assemble the care packages or collect the items that comprise the care packages. Rather, it claims to partner with a nonprofit organization that collects donated items and builds the care packages with those items. C2C claims to provide the nonprofit with the funds to ship the completed care packages to the service members. C2C describes this aspect of its business as follows:



*Contributing 2 Combatants Marketing is a marketing company that sells the flat rate shipping cost to mail a care package from the post office. We do this by marketing for a non profit that builds the care packages after taking donations for all the items. The post office has a flat rate price it cost to send a care package, that's how we can sell every package for \$40.00*

12. C2C and Choinski send sales representatives door-to-door in Minnesota neighborhoods to solicit money for postage to ship the care packages. When someone makes a purchase from C2C, they receive nothing in return except a receipt from C2C and the assurance that C2C will use the money to send a care package. C2C refers to each sale it makes as a “sponsorship” and collects both cash and checks when soliciting Minnesotans. C2C claims to tell sponsorship purchasers that the money from the sale will be sent to a nonprofit, and the nonprofit will use the money to ship a care package. C2C claims that the cost to ship a care package to troops is \$15.

13. As reflected on its receipts, C2C represents to Minnesotans that a single sponsorship costs \$40 and results in one service member receiving a care package. C2C also gives

Minnesotans the option of purchasing two sponsorships for \$68 or four sponsorships for \$136. As illustrated by the below receipt, Minnesotans are also given the option to choose the gender of the service member that receives the care package and the branch of military they wish to support. The receipts state that C2C “markets the sale of care package [sic] for active duty troops,” which is inconsistent with C2C’s claimed representations listed above.

**Contributing 2 Combatants Participating in the C2C marketing care package drive; all participants are 18 yrs. or older, and are subject to background checks and random drug screening. C2C is nationwide, and markets the sale of care packages for active duty troops.**

DATE OF SALE  
1/20/19

Care Package Sponsorship	Male - Female	Preferred Branch
\$40 - Single Sponsorship (x1)	M / F	
\$68 - Battle Buddy (x2)	M / F	
\$136 - Box For Each Branch(x4)	M / F	
Other _____	M / F	

\*On Behalf Of: TINUCEI RYAN Agent ID: 015 Agent Name: RYAN WHITE

Cash	Check	Credit
\$ <u>68</u>	\$ _____	\$ _____

\*Important Notice\* No verbal agreements. No post-dated checks; CHECKS DEPOSITED IMMEDIATELY Verify address before signing. No refunds shall be made after the cancellation period expires. Make checks payable to C2C. contributing 2 Combatants is a care package sales company. Signature serves as authorization to electronically present my check for its face value. should the original be dishonored, returned, cancelled insufficient fund or account closed will be subject to minimum service fee of \$20. www.contributing2combatants.com

**Customer Signature Please Read Before Signing**

www.contribu:7

You, the buyer, may cancel this transaction IN WRITING at any time prior to midnight of the third business day after the date of sale. Please send a photo copy of your receipt with an explanation using our website. NO REFUNDS AFTER THE CANCELLATION PERIOD EXPIRES.

14. C2C represented on its website that that it provides its partner charity with money “every Friday.” The amount of money C2C claims to give to its partner charity each Friday “corresponds” with the number of sponsorships C2C sold that week.

15. C2C claims that any amount over the \$15 cost of the care package charged by C2C for each sale it makes covers C2C’s overhead. Thus, if C2C sells two “single sponsorships” and

a “box for each branch” sponsorship in a week for a total of \$216, C2C claims to keep \$126 and uses the remaining \$90 to ship the six care package sponsorships it sold.

16. The charity on behalf of whom C2C claims to solicit is a California-based nonprofit named Operation Gratitude. In its regular course of business, Operation Gratitude takes donations for the products that comprise the care packages it sends, assembles the care packages, and sends them to active-duty troops overseas. Operation Gratitude solicits monetary donations on its website. According to Operation Gratitude’s website, a \$15 donation is sufficient to ship one care package:



17. In addition to claiming to sell postage to ship care packages to active-duty military, C2C also advertised two other programs on its website before it was shuttered as “options for our community members . . . to support our troops.” One such program called “Combat Communication” supposedly allowed Minnesotans to write letters that C2C then sent to troops. Supporters inputted these letters directly into C2C’s website as shown below, and C2C claimed that these letters were sent “to random soldiers that will receive your letter[.]”

*Combat Communication/ Letter Writing*

Please type your letter to an Active Duty Soldier here.

Name: \*

Email: \*

Phone:

Message:

18. C2C also claimed on its website to have another program that allows community members to build and mail their own 21 item care package to C2C, which C2C then sends to service members overseas directly:

*Build your own special care packages!*

*Here at Contributing 2 Combatants we encourage community members who do not want to purchase a sponsorship to build your own 21 item care package and mail it to us. Please email customer service for the list of approved items.*

Support Our Troops



19. There is no evidence showing that C2C has ever actually engaged in either of these programs despite these representations.

**B. Police Departments and Local Media Have Issued Repeated Warnings About Choinski and the Companies He Has Owned.**

20. Choinski is affiliated with other companies that have been accused of unlawful conduct when engaging in similar—if not identical—business practices to C2C.

21. In April 2015, the Better Business Bureau (“BBB”) received a report that a company named Warrior Box Marketing (“WBM”) used the donations it solicited under the auspices of sending care packages to troops to *only* pay salaries. The BBB also listed Patriot Packaging Sales LLC, PNW Warrior Box Marketing, and Vision Packaging as alternate names to WBM. Choinski was named as an owner of WBM, and the BBB noted that the company was soliciting without a license. According to the BBB, a WBM representative claimed the company had solicited \$16,000 from residents and sent 900 care packages to troops overseas but provided no proof to substantiate this remark. WBM shuttered its website soon after this report.

22. In June 2017, the BBB issued another bulletin about WBM for Minnesota and North Dakota residents warning consumers to “be wary of solicitors asking for donations to fill care packages for soldiers overseas[.]” The article said that a WBM “sponsorship” was not a “monetary donation according to the company’s website because it is considered a sale[.]” The bulletin further linked Choinski to two other defunct companies that engaged in similar tactics.

23. In May 2018, the Bettendorf, Iowa, Police Department identified WBM as “target[ing] . . . people [by] going door to door asking for money to send to troops overseas.” The article indicated that the Choinski-run company was claiming it was “part of a non-profit organization . . . that sends care packages to military members.” The article explained that WBM was “for profit and not legitimate” and had been issued a warning for soliciting without a license. In June 2018, the Johnston, Iowa, Police Department issued a similar warning about WBM,

identified Choinski as a suspect, and asserted the company was “really pocketing the money” solicited.

24. Just weeks after this series of negative press, Choinski incorporated C2C. Soon after incorporating C2C, on September 30, 2018, Choinski was charged and later convicted for misdemeanor soliciting without a permit in Carver County, Minnesota.

25. As described below, Choinski has used C2C to continue WBM’s fraudulent business practices.

## **II. CHOINSKI AND C2C HAVE EMPLOYED DECEPTIVE PRACTICES WHEN SOLICITING MINNESOTANS.**

26. When soliciting door to door, Choinski and other C2C representatives have deceived unsuspecting Minnesotans by falsely and deceptively leading them to believe that C2C is a nonprofit corporation. C2C and Choinski further defrauded Minnesota donors and consumers because C2C neither provided any money to a nonprofit to ship care packages, nor sent any care packages itself despite telling donors that it would.

### **A. C2C Posed as a Charity When Soliciting Minnesotans Door to Door.**

27. Choinski and C2C representatives routinely mislead Minnesotans to believe that C2C is a nonprofit corporation that solicits charitable donations to benefit the troops.

28. While soliciting door to door, C2C representatives have told Minnesotans, among other things, that: it is a military support charity, it is a nonprofit, it collects donations for military members, that the money donated would be used to benefit the military, that the money given was a donation, and that the donations C2C receives are tax deductible. For example:

- While soliciting one Minnesotan, C2C “represent[ed] itself as a military support charity” and asked if the Minnesotan “would make a donation to send care packages to troops overseas.”

- Another Minnesotan said that C2C represented that *it* was “providing care packages to military personnel stationed overseas” when soliciting him at his home. During that interaction C2C showed him “a sheet of paper describ[ing] how [his] donation would be used[.]” The Minnesotan donated to C2C because he “wanted to help support the troops” and “saved the receipt in case the donation [he] gave was tax deductible.”
- A different Minnesotan described how the C2C “solicitor was pretty convincing and told [her] that he was collecting donations to send care packages to troops in the Middle East.” The Minnesotan further said that she understood C2C to be a 501(c)(3) based on its representations and thinks that the solicitor “mentioned that [C2C] was a nonprofit.”
- One Minnesotan, a former Marine, explained that he donated to C2C because it “seemed like a worthy nonprofit.” The C2C solicitor told the Minnesotan that his contribution “would be a tax deductible donation.”
- Another Minnesotan who donated to C2C said that his “definite understanding” from being solicited by C2C “was that the money would be used to benefit a member of the military.”
- Another Minnesotan described how she “believed that [her] donation would be tax deductible” based on her interaction with C2C because her “money was going to benefit the military[.]”
- Another Minnesotan explained that C2C sent a solicitor to her home who indicated that “he was with a nonprofit that was collecting donations for military troops.”

29. In portraying itself as a nonprofit, C2C has told Minnesotans that *it*—rather than Operation Gratitude or another nonprofit—sends care packages to troops overseas. C2C has further led Minnesota donors to believe that they could choose whether to support the Army, Navy, Air Force, or Marines and the gender of the service members they wish to support. To illustrate:

- Another Minnesotan indicated that a “young man” from C2C came to his door and said that “C2C sends care packages to veterans stationed overseas.” The Minnesotan asked if he could direct his care package to the Marines and the C2C solicitor said he “would make that happen[.]”
- One Minnesotan described how solicitors from C2C “came to [her] door and said they were part of an organization that was sending care packages to troops and asked if [she] would give a donation to send one.” The

Minnesotan went on to say that “[t]he fact that [she] could direct the care package to a certain branch made [her] believe [C2C] was legitimate.”

- Another Minnesotan described how C2C “showed” him “the different ‘packages’ that [C2C] had available and told [him] that he could direct the care packages [he] purchased to a certain branch of the military if [he] wanted to.” The Minnesotan “direct[ed] the care package . . . to the navy because that is the branch in which [his] dad served.”
- Another Minnesotan described how C2C came to his door soliciting “a few different levels of donations” to benefit the military. C2C gave the Minnesotan the option to pick the gender of servicemember and branch of military he wished to support. The Minnesotan donated \$68 and it was his “understanding based on what [C2C] told us that we were giving a donation to send care packages to military members stationed overseas.”
- Another Minnesotan described how C2C “asked if [he] would make a donation to send care packages to troops overseas[.]” The Minnesotan further described how C2C told him “what was in the care packages sent by C2C.”

30. These representations are false. C2C is not a charity or nonprofit corporation and does not collect donations to benefit troops. Contrary to C2C’s representations, so-called donations made to C2C are not tax deductible. C2C is a for-profit company that ostensibly sells postage to send care packages to active-duty service members stationed overseas.

31. Even if C2C were to use the funds solicited for postage to send care packages to troops overseas (which, as described below, it does not), it nonetheless does not itself send the care packages; rather, it acts as an intermediary between the donor and Operation Gratitude. Implying that C2C sends the care packages itself bestows C2C with unwarranted benevolence that furthers the deceptive impression to donors.

32. As fully detailed below, because C2C never uses the funds it solicits to send care packages to troops overseas, its representations that Minnesotans can choose the military branch or gender of the service member to whom they are providing the care package are likewise false.

33. This array of false and misleading representations portraying C2C as a nonprofit charity have been effective: at least 884 Minnesotans have given more than \$70,000 to C2C and Choinski July 2018.

**B. C2C Has Never Used the Funds It Solicits for Postage to Send Care Packages to Troops.**

34. While posing as a nonprofit corporation, C2C repeatedly deceives Minnesotans because it never sends any care packages to troops or provides funds to Operation Gratitude or any other nonprofit to cover the postage to send care packages. Even on the rare occasion when Minnesotans correctly assume that C2C is a for-profit company, consumers are still defrauded by C2C because it does not use the money it makes from its sales to send care packages as it represents.

35. In 2018, C2C collected donations for or sold 194.75<sup>1</sup> care package sponsorships. In the first nine months of 2019, it collected donations for or sold an additional 1,070 sponsorships. C2C has consistently represented to Minnesotans that it would send a care package for every sponsorship purchased, including advertising on its website that it would send care packages every Friday. Thus, by its own accounting, C2C should have sent funds sufficient to cover the postage of 1,264.75 care packages from July 2018 through September 2019.

36. C2C did not, however, provide any money to Operation Gratitude or any other nonprofit during that time and did not send any care packages on its own. Choinski and C2C have admitted that the representation that it sends care packages “every Friday” is false. Choinski has claimed that C2C actually “sent care package money when [it] could, if the company wasn’t losing

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<sup>1</sup> C2C purports to sell partial sponsorships by soliciting, for example, \$20 because it is not a legitimate business and does not actually sell a legitimate product. Thus, the amount C2C charges is immaterial because it never intends to provide the service it offers and Choinski uses the proceeds for himself.

money.” C2C’s bank statements and third-party testimony show that neither C2C nor Choinski ever facilitated the shipping of any care packages. Choinski decided instead to spend the solicited money on himself.

**i. Despite its representations, C2C is not partners with Operation Gratitude and C2C has not given any money to Operation Gratitude.**

37. Choinski and C2C claim that C2C uses only Operation Gratitude as its charitable partner when sending care packages. Specifically, C2C publicly claims that it sends funds to Operation Gratitude every Friday, the amount of which corresponds to the number of sponsorships C2C sells during the week.

38. In fact, neither C2C nor Choinski have given any money to Operation Gratitude during C2C’s existence. Operation Gratitude’s only record of donations involving Choinski occurred in April 2015, over three years before C2C existed. Patriot Packaging LLC—an alternate name for the Choinski-owned company, WBM, described in Section I.B. above—donated \$700 to Operation Gratitude at that time.

39. Choinski contacted Operation Gratitude in April 2015 because Choinski sought a business partner for WBM. Operation Gratitude declined Choinski’s request for a partnership and told him that use of its logo or brand when soliciting donations was “strictly prohibited without a signed licensing agreement.” There were no further communications between the parties.

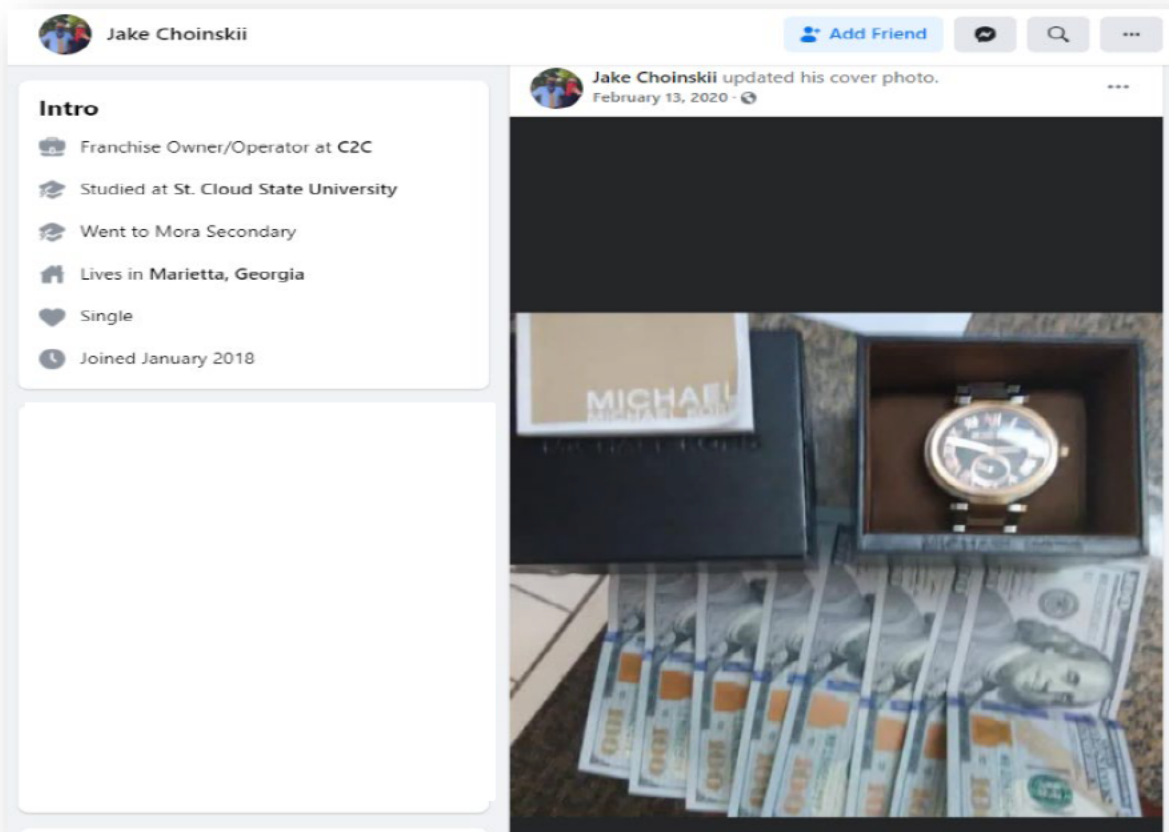
40. In September 2015, Operation Gratitude was contacted by an Illinois police department seeking assistance in a fraud investigation involving a company affiliated with Choinski—Vision Packaging LLC. Operation Gratitude cooperated by informing the police department of the above circumstances.

41. Aside from the \$700 in donations that Operation Gratitude received from Vision Packaging LLC in April 2015, neither Choinski nor any company with which he is affiliated has provided any donations to Operation Gratitude.

42. Since C2C is not partners or affiliated with Operation Gratitude and because C2C and Choinski never gave any donations to Operation Gratitude during the relevant time period, C2C's representations to donors that it gave money to Operation Gratitude to send care packages were deceptive.

**ii. C2C's bank records further confirm that C2C has never given money to Operation Gratitude or any other nonprofit.**

43. C2C solicited cash and checks from Minnesota donors. Choinski is the only authorized signatory on C2C's bank account and has sole authority to access the account's funds. A comparison of C2C's receipts for its solicitations from July 2018 through June 2019 with C2C's bank records for the same period reflect that much of the cash C2C solicited was spent before ever being deposited into its bank account. Choinski often touted C2C's financial success on social media in an effort to recruit more people to solicit on C2C's behalf. He boasted on social media about the amount of money he had made since starting C2C, posting pictures like the following:



44. Since Choinski never deposited much of the cash C2C received, C2C's bank records do not account for all the money it deceptively solicited. Nonetheless, C2C's bank records provide a baseline for harm perpetrated by C2C and Choinski on Minnesota donors and consumers. Based on C2C's bank records, C2C solicited at least \$70,966 from July 2018 through September 2020.

45. C2C represents to donors that it provides \$15 to Operation Gratitude for every \$40 sponsorship sold. Accordingly, C2C's bank records show that it should have donated enough money to Operation Gratitude to ship more than 1,700 care packages from July 2018 through

September 2020,<sup>2</sup> but C2C's bank records actually reflect what Operation Gratitude has stated: C2C never provided any money to Operation Gratitude. C2C's bank records further show that C2C did not provide any other nonprofit with donations during that time. Instead, the records reflect that Choinski spent this money for his personal use.

46. As shown by C2C's records and admissions, Operation Gratitude's testimony, and the sworn declarations of donors and consumers, C2C defrauded Minnesotans regardless of whether it disclosed that it was a for-profit company while soliciting or posed as a nonprofit. In either situation, C2C never used the money it solicited as it represented that it would. In the for-profit context, C2C never provided the goods or services that consumers purchased. In the nonprofit context, donors' charitable contributions were never used for the purpose they intended.

### **III. CHOINSKI AND C2C'S DECEPTIVE AND MISLEADING SOLICITATION PRACTICES HAVE HARMED MINNESOTA CONSUMERS.**

47. Had Choinski and C2C not falsely represented that donations to and purchases from C2C benefitted service members or had it been forthright that it was a for-profit company, Minnesotans would not have given money to C2C. Below are illustrative, non-exclusive examples of several such Minnesota Consumers:

#### **M.E.**

48. M.E., a Maple Grove resident and Medtronic employee, was solicited by C2C at her home in summer 2019. C2C representatives told her they were part of an organization that was sending care packages to troops.

49. M.E.'s son was in the military, and she had experience sending him care packages while he was serving in Afghanistan. M.E.'s son often shared the care packages he received from

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<sup>2</sup> This is a conservative estimate because C2C claimed that it reduced the overhead it charged donors if they bought more than one sponsorship.

M.E. with other soldiers whose families could not afford to send anything. Because of this experience, M.E. generally knew the price to build and send a care package and thought C2C's request for a \$40 donation was reasonable.

50. M.E. decided to donate as a way of honoring her son for his birthday. While her son was in school at West Point, M.E. was a member of a parent's club that did its own fundraising to send care packages to troops who were deployed. M.E. thought C2C's solicitors were likely part of a similar group.

51. When M.E. donated \$40 to C2C, she wrote the words "care package" in the memo line of her check because she believed, based on C2C's solicitors' representations, that her donation would be used for that purpose. M.E. also believed that her donation would be tax deductible. M.E. cannot imagine how someone could use the military to scam people and would be very appalled and angry if the money she donated was not used to send a care package to a service member.

### **W.O.**

52. W.O. is a business manager at a car dealership in St. Louis Park. On August 7, 2020, a man came to his door and said he represented C2C, which sent packages to veterans stationed overseas. The representative further said that if he sold a certain number of care packages in a certain amount of time, he would get a \$250 gift card.

53. W.O. is a former Marine and is always interested in helping military fundraisers, especially for the Marines. W.O. asked the C2C representative if he could direct a care package to the Marines, and the representative said he would make that happen. Based on the solicitor's representations, W.O. thought C2C seemed like a worthy nonprofit and he decided to purchase a single sponsorship for \$40 to be given to a Marine.

54. The solicitor gave W.O. a receipt, which he kept because the solicitor told him his contribution would be a tax-deductible donation. After the solicitor left, W.O. had second thoughts about the transaction and thought he may have been scammed.

**J.F.**

55. J.F. is a salesman in Prior Lake. On July 29, 2020, a solicitor knocked on his door and showed him a clipboard that advertised a few different levels of donations he could give to benefit the military. The solicitor stated that he had family members in the military and said he was doing a fundraiser to send care packages to troops who were on duty overseas.

56. J.F. was given the option to donate a single care package for \$40, two care packages for \$68, or a care package for each branch of the military for \$136. He was also given the option to choose the branch of the military he wished to support and the gender of the care package recipients.

57. J.F. donated \$68 to have a care package sent to a male and female soldier in the Army on behalf of J.F.'s family. J.F. and his wife wrote the word "Donation" in the memo line of the check that they wrote because the C2C solicitor represented that they were giving a donation to send care packages to military members stationed overseas. The gentleman then provided J.F. with a receipt.

58. J.F. would be disappointed if the money he donated was not used to provide service members with care packages. In particular, the idea of using the military to exploit the generosity of people would upset J.F. J.F. has friends in the military that have been overseas and some that are still there, and he would be unhappy if someone was using their sacrifice for financial gain.

## **H.S.**

59. H.S. is a nurse who lives in Nowthen. A solicitor came to her door on August 14, 2019. The solicitor had a sign that explained different care packages that H.S. could purchase for the military. The solicitor told H.S. that the money H.S. gave would be used to send care packages to deployed military members.

60. H.S. is a military widow and wanted to donate because of her family history and ties to the military. H.S. wrote a check to C2C for \$94. In the memo line of her check, H.S. wrote “military contributions” because C2C represented—and she believed—that the money would be used to benefit military service members.

61. As the widow of a member of the military, H.S. would be angry and disappointed if she found out that the money was not used to benefit the military.

## **S.C.**

62. S.C., a Shorewood resident and managing director, had two C2C solicitors approach his home on May 28, 2020. The solicitors claimed to be part of an organization that was providing care packages to troops overseas and asked if S.C. would be willing to purchase a care package. One of the solicitors mentioned that his brother was in the Air Force, and since S.C. has family connections to the military, he listened to their sales pitch.

63. The solicitors claimed to have care packages specially tailored for each branch of the military. The solicitors showed S.C. the different “packages” that they had available and told S.C. that he could direct the care packages he purchased to a certain branch.

64. S.C. wanted to make sure a substantial portion of his donation would be used to benefit the troops, so he asked the solicitors how much C2C would keep. The solicitors responded

that C2C would keep 10%. That seemed reasonable to S.C., so he bought the middle level care package for \$68 and chose to direct it to the Navy—the branch for which his father served.

65. S.C. kept his receipt because he thought the transaction was probably tax deductible. S.C. would be angry if the money he gave was not used for the troops, and it would make him think twice before giving money in the future.

**COUNT I**  
**DECEPTIVE SOLICITATION OF DONATIONS**  
**(Choinski and C2C)**

66. The AGO re-alleges all prior paragraphs of this Complaint.

67. Minnesota Statutes section 309.55, subdivision 5, states in part:

No charitable organization and no person acting on behalf of a charitable organization shall use or employ any fraud, false pretense, false promise, misrepresentation, misleading statement, misleading name, mark or identification, or deceptive practice, method or device, with the intent that others should rely thereon in connection with any charitable solicitation[.]

68. Minnesota Statutes section 309.50, subdivision 4, defines “charitable organization,” in part, as “any person who engages in *or purports to engage in* solicitation for a charitable purpose[.]” (emphasis added)

69. Minnesota Statutes section 309.50, subdivision 3, defines “charitable purpose” as “any charitable, benevolent, philanthropic, patriotic, religious, social service, welfare, educational, eleemosynary, cultural, artistic, or public interest purpose, either actual or purported.”

70. Minnesota Statutes section 309.50, subdivision 10, states in part:

“Solicit” and “solicitation” mean the request directly or indirectly for any contribution, regardless of which party initiates communication, on the plea or representation that such contribution will or may be used for any charitable purpose, and include any of the following methods of securing contributions:

(1) oral or written request; . . .

71. Minnesota Statutes section 309.50, subdivision 5, states in part:

“Contribution” means the promise or grant of any money or property of any kind or value, including the promise to pay, or payment for merchandise or rights of any other description when representation is made by or on behalf of the seller or solicitor that the whole or any part of the price will be applied to a charitable purpose.

72. Since July 2018, C2C has acted as a “charitable organization” as defined by Minnesota Statutes section 309.50, subdivision 4, because it purported to engage in solicitation of contributions for a charitable purpose.

73. C2C, under Choinski’s direction and control, repeatedly violated Minnesota Statutes section 309.55, subdivision 5, by, in connection with purported charitable solicitations in Minnesota, engaging in false, deceptive, and misleading conduct, practices, actions, and representations with the intent that others rely thereon as described in this Complaint, including by representing or otherwise suggesting, among other things, that: C2C would use contributions to facilitate the sending of care packages to service members stationed overseas through a partnership with another nonprofit; C2C would itself send care packages to service members overseas; C2C is a nonprofit organization; donations to C2C would be tax deductible; C2C would fulfill donors’ intent to direct care packages to a certain branch of the military or certain gender of service member; and other false, deceptive, and misleading conduct, practices, actions, and representations as described in this Complaint.

74. Separately, C2C, under Choinski’s direction and control, repeatedly violated Minnesota Statutes section 309.55, subdivision 5, by omitting material information in connection with charitable solicitations such that C2C’s failures to sufficiently disclose such material information constituted deceptive and fraudulent practices committed with the intent that others rely thereon in connection with the charitable solicitations, including by failing to sufficiently disclose the material information to Minnesota donors that C2C did not intend to use the

contributions solicited to send care packages to service members overseas, that C2C is not a nonprofit, that Minnesotans' contributions to C2C were not tax deductible, that C2C did not partner with or otherwise work with any other nonprofit organization, that C2C's other programs "to support troops" never existed, and that donors could not actually direct care packages to a certain branch of the military or gender of servicemember.

75. Due to the false, deceptive, and misleading conduct, practices, actions, representations, and omissions described in this Complaint, Minnesota residents donated to C2C when they otherwise would not have done so, thereby causing them harm and unlawfully enriching C2C and Choinski.

76. Choinski is individually liable for violating section 309.55, subdivision 5, based on the unlawful conduct described in this Complaint because he had the sole authority to control C2C and participated directly in C2C's business affairs, had authority to control and acquiesced to the unlawful conduct, and personally participated and enriched himself by the unlawful conduct.

77. C2C's and Choinski's conduct, practices, actions, and representations described in this Complaint constitute multiple, separate violations of Minnesota Statutes section 309.55.

**COUNT II**  
**FAILURE TO MAKE REQUIRED DISCLOSURES**  
**(Choinski and C2C)**

78. The AGO re-alleges all prior paragraphs of this Complaint.

79. Minnesota Statutes section 309.556, subdivision 1, states, in part:

Prior to orally requesting a contribution or contemporaneously with a written request for a contribution, the following information shall be clearly disclosed:

(a) the name and location by city and state of each charitable organization on behalf of which the solicitation is made;

(b) the tax deductibility of the contribution; and

(c) a description of the charitable program for which the solicitation campaign is being carried out[.]

If the solicitation is made by direct personal contact, the required information shall also be disclosed prominently on a written document which shall be exhibited to the person solicited.

80. At all relevant times, C2C solicited contributions in Minnesota either on behalf of itself, Operation Gratitude, or an undisclosed nonprofit.

81. Since it began soliciting Minnesotans in July 2018, C2C repeatedly failed to clearly disclose the name and location by city and state of itself, Operation Gratitude, or any other charitable organization for which it solicited. C2C further repeatedly failed to disclose to Minnesota donors the tax deductibility of their donations, and C2C did not provide a description of the charitable program for which its campaign was being carried out prominently on a written document exhibited to the person solicited.

82. C2C's conduct, practices, actions, representations, and omissions described in this Complaint, and failure to act when it was required to do so, constitute multiple, separate violations of Minnesota Statutes section 309.556.

**COUNT III  
CONSUMER FRAUD  
(Choinski and C2C)**

83. The State re-alleges all prior paragraphs of this Complaint.

84. Minnesota Statutes section 325F.69, subdivision 1, provides:

The act, use, or employment by any person of any fraud, false pretense, false promise, misrepresentation, misleading statement or deceptive practice, with the intent that others rely thereon in connection with the sale of any merchandise, whether or not any person has in fact been misled, deceived, or damaged thereby, is enjoined as provided in section 325F.70.

85. The term “merchandise” in Minnesota Statutes section 325F.69 means “any objects, wares, goods, commodities, intangibles, real estate, loans, or services.” Minn. Stat.

§ 325F.68, subd. 2. The goods and services offered by C2C and Choinski—namely the sale of postage and facilitation of shipping military care packages—to Minnesota customers constitute “merchandise” as that term is used in Minnesota Statutes section 325F.69.

86. C2C, under Choinski’s direction and control, repeatedly violated Minnesota Statutes section 325F.69, subdivision 1, by engaging in the deceptive and fraudulent conduct described in this Complaint with the intent that prospective C2C customers would rely thereon in connection with its sale of goods and services, including by making false, deceptive, or misleading representations to Minnesota residents regarding, among other things, that: C2C was selling postage that it would use to ship care packages to service members overseas; C2C partnered with or otherwise worked with a nonprofit organization that it provided funds for the nonprofit to use to send care packages to service members overseas; C2C administered other programs to support the troops such as Combat Communications; C2C would allow customers to direct the sponsorship they purchased to a certain branch of the military or certain gender of service member; and other false, deceptive, and misleading conduct, practices, actions, and representations as described in this Complaint.

87. Separately, C2C, under Choinski’s direction and control, repeatedly violated Minnesota Statutes section 325F.69, subdivision 1, by omitting material information in the course of marketing and selling postage for care packages to Minnesota consumers such that C2C’s failures to sufficiently disclose such material information constituted deceptive and fraudulent practices committed with the intent that others rely thereon in connection with the sale of postage, including by failing to sufficiently disclose the material information to Minnesota consumers that C2C did not intend to use the money solicited to send care packages to service members overseas, that C2C did not partner with or otherwise work with a nonprofit organization, that C2C’s other

programs “to support troops” never existed, and that consumers could not actually direct care packages to a certain branch of the military or gender of servicemember.

88. Due to the false, deceptive, and misleading conduct, practices, actions, representations, and omissions described in this Complaint, Minnesota customers made payments to C2C and Choinski when they otherwise would not have done so, thereby causing harm to those customers and unlawfully enriching C2C and Choinski.

89. Choinski is individually liable for violating section 325F.69 based on the unlawful conduct described in this Complaint because he had the sole authority to control C2C and participated directly in C2C’s business affairs, had authority to control and acquiesced to the unlawful conduct, and personally participated and enriched himself by the unlawful conduct.

90. C2C’s and Choinski’s conduct, practices, and actions described in this Complaint constitute multiple, separate violations of Minnesota Statutes section 325F.69.

**COUNT IV  
DECEPTIVE TRADE PRACTICES  
(C2C and Choinski)**

91. The State re-alleges all prior paragraphs of this Complaint.

92. Minnesota Statutes section 325D.44, subdivision 1, provides in part:

A person engages in a deceptive trade practice when, in the course of business, vocation, or occupation, the person:

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(3) causes likelihood of confusion or of misunderstanding as to affiliation, connection, or association with, or certification by, another;

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(9) advertises goods or services with intent not to sell them as advertised;

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(13) engages in any other conduct which similarly creates a likelihood of confusion or of misunderstanding.

93. C2C, under Choinski's direction and control, repeatedly violated Minnesota Statutes section 325D.44, subdivision 1, by, in the course of business, engaging in the deceptive and fraudulent conduct described in this Complaint, including by making false, deceptive, or misleading representations to Minnesota residents regarding, among other things, that: C2C is associated with or connected to the nonprofit Operation Gratitude or any other nonprofit; C2C advertised the sale of postage and the opportunity to send care packages to service members, but never actually intended to provide the postage to send the care packages to service members as advertised; C2C administered other programs to support the troops, such as Combat Communications; C2C would allow customers to direct the sponsorship they purchased to a certain branch of the military or certain gender of service member; and other false, deceptive, and misleading conduct, practices, actions, and representations as described in this Complaint.

94. Separately, C2C, under Choinski's direction and control, repeatedly violated Minnesota Statutes section 325D.44, subdivision 1, by omitting material information in the course of marketing and selling postage to send care packages to Minnesota consumers that caused a likelihood of confusion or misunderstanding among Minnesota Consumers, including by failing to sufficiently disclose the material information to Minnesota consumers that C2C did not intend to use the money solicited to ship care packages to service members overseas, that C2C did not partner with or otherwise work with a nonprofit organization, that C2C's other programs "to support troops" never existed, and that consumers could not actually direct care packages to a certain branch of the military or gender of servicemember.

95. Due to the false, deceptive, and misleading conduct, practices, actions, representations, and omissions described in this Complaint, Minnesota customers made payments

to C2C and Choinski when they otherwise would not have done so, thereby causing harm to those customers and unlawfully enriching C2C and Choinski.

96. Choinski is individually liable for violating section 325D.44 based on the unlawful conduct described in this Complaint because he had the sole authority to control C2C and participated directly in C2C's business affairs, had authority to control and acquiesced to the unlawful conduct, and personally participated and enriched himself by the unlawful conduct.

97. C2C's and Choinski's conduct, practices, and actions described in this Complaint constitute multiple, separate violations of Minnesota Statutes section 325D.44.

### **RELIEF**

WHEREFORE, Plaintiff State of Minnesota, by its Attorney General, Keith Ellison, respectfully asks this Court to enter judgment against Defendants C2C and Choinski, individually, awarding the following relief:

1. Declaring that Defendants' acts and omissions as described in this Complaint constitute multiple, separate violations of Minnesota Statutes sections 309.55, 309.556, 325D.44, and 325F.69;

2. Enjoining C2C, Choinski, and their employees, agents, successors, assignees, affiliates, merged or acquired predecessors, parent or controlling entities, subsidiaries, and all other persons acting in concert or participation with them, from providing the goods and services described in this Complaint in Minnesota, and from engaging in the unlawful acts and omissions described in this Complaint or in any other way violating Minnesota Statutes sections 309.55, 309.556, 325D.44, and 325F.69;

3. Requiring C2C, Choinski, and their employees, agents, successors, assignees, affiliates, merged or acquired predecessors, parent or controlling entities, subsidiaries, and all other

persons acting in concert or participation with them, to undertake remedial actions to address the unlawful acts and omissions described in this Complaint;

4. Awarding monetary relief, including restitution, disgorgement, and all other available legal and equitable monetary remedies, pursuant to Minnesota Statutes sections 8.31, 309.57, Minnesota common law, including the *parens patriae* doctrine, and the general equitable powers of this Court, as necessary to remedy the harm and injury from Defendant's acts and omissions described in this Complaint;

5. Awarding civil penalties pursuant to Minnesota Statutes sections 8.31 and 309.57 for each separate violation of Minnesota law;

6. Awarding the State its attorneys' fees, litigation costs, and costs of investigation as authorized by Minnesota Statutes sections 8.31 and 309.57; and

7. Granting such further relief as provided for by law or equity, or as the Court deems appropriate and just.

Dated: March 25, 2021

Respectfully submitted,

KEITH ELLISON  
Attorney General  
State of Minnesota

/s/ Collin R. Ballou

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ATTORNEYS FOR STATE OF MINNESOTA

**MINN. STAT. § 549.211  
ACKNOWLEDGMENT**

The party on whose behalf the attached document is served acknowledges through its undersigned counsel that sanctions, including reasonable attorney fees and other expenses, may be awarded to the opposite party or parties pursuant to Minn. Stat. § 549.211 (2018).

Dated: March 25, 2021

/s/ Collin R. Ballou  
COLLIN R. BALLOU  
Assistant Attorney General